

Benefit Rule

Personal Accident Cover

Just for **you**, the **policyholder**

Conditions of your cover

Please read this summary together with the full terms and conditions of your personal accident cover.

- If **you** suffer **bodily injury** as a direct result of an **accident** which within 24 months of the **accident** results in **death** or disablement, benefit will be paid in accordance with the Scale of Benefits below
- The maximum amount of benefit that will be paid for one **accident** is equivalent to the amount for **permanent total disablement**, item 2 in the Scale of Benefits below
- If **we** pay the benefit for **loss of limb** **we** won't also pay for parts of that **limb**
- If **you** already had a disability or condition before **your accident**, **we** will take this into account and it may reduce the amount of **permanent disability** benefit that **you** get
- Please submit **your** personal accident claim within 60 days, or as soon as reasonably possible, after the **time** of the **accident**

What's covered...

- **Accidental bodily injury** that causes your death within 24 months of the **time** of **your accident**
- **Accidental bodily injury** that causes **your permanent total disablement** within 24 months of the **time** of **your accident**
- **Accidental bodily injury** that causes **your permanent disability** within 24 months of the **time** of **your accident**

What's not covered...

- Any **accident** that happened before **your** personal accident cover started or after **your** personal accident cover ended
- **Permanent total disablement** benefit if **you** are 75 or older at the date of accident: **we** will assess **your** claim based on the degree of **your permanent disability** instead
- **Bodily injury** caused or contributed to in any way
 - by a deliberate or reckless exposure to danger
 - because **you** are: a full time member of the armed forces of any nation or international authority; **you** are on active service as a member of any reserved forces
- Illness or disease or any medical issue not directly caused by **bodily injury**, including but not limited to a medical or surgical procedure or childbirth.
- Any form of medical incident involving a medical professional regardless of whether this was an error, negligence or accidental.
- Repetitive stress (strain) injury or syndrome, or any other damage that develops slowly over time that cannot be wholly attributed to a single accident
- Post-traumatic stress disorder or related syndromes, or any psychological or psychiatric condition
- Bacterial or viral infection, except where it is the direct result of **accidental bodily injury**
- This benefit does not provide cover in the event of death caused by illness or disease
- Exclusions (see section 6, General Terms and Conditions in the plan guide)

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Scale of benefits

Personal Accident		Percentage of Accidental Death amount in table of benefits on pages 8-9
1	Death as a result of an accident	100%
2	Permanent total disablement	100%
Permanent disability benefits		
3	Loss of Sight - both eyes	100%
4	Loss of Speech	100%
5	Loss of Sight - one eye	50%
6	Loss of Hearing - both ears	50%
7	Loss of Hearing - one ear	15%
8	Loss or loss of use of:	
	a foot below the level of the ankle	50%
	a hip, knee or ankle	20%
	one or more limbs	100%
	a thumb	20%
	a forefinger or big toe	15%
	any other finger	10%
	any other toe	5%
9	Permanent and total loss of use of:	
	the back or spine below the neck, with no damage to the spinal cord	40%
	the neck or cervical spine, with no damage to the spinal cord	30%
	a shoulder, elbow or wrist	25%
10	To ensure you are provided with a payment for a permanent disability that is not listed above, we will assess medical evidence to calculate the degree of disablement relative to this scale. No account shall be taken of your occupation. For example, if bodily injury results in 25% of the loss of sight in one of your eyes, we will pay you 25% of the loss of sight – one eye permanent disability benefit, item 5 in this scale. For example, if bodily injury results in traumatic amputation of some of a finger, the final amount will be based on the amount of loss . Whether the loss is above the first joint, the tip of the finger, includes the first joint, is 2 joints or includes the knuckle. The greater the degree of loss , the higher the percentage payment based on the maximum loss of a finger in item 8 on this scale.	

When will my personal accident cover start?

Your personal accident cover always starts on the date **we** receive the application for **your** cover. This is regardless of **your plan's registration** date.

We won't pay any benefit if the **time** of the **accident** was before we received **your** application for a policy.

If **your plan** level changes **your** level of personal accident cover changes on the date that **we** receive the application, not on the **registration** date for your new **plan** level.

When will my personal accident cover end?

Your personal accident cover will end on the date that **your plan** cover finishes.

How do I make a claim?

We understand that it's likely to be a difficult time if **you've** had an **accident**. **You**, or someone acting on **your** behalf, should contact the Westfield Health Customer Care Team as soon as reasonably possible after the **accident**. **We'll** send out a personal accident claim form for you to fill in and return to **us**. **We'll** then contact you to explain what happens next.

If there's any delay in you notifying a claim to **us** it could be detrimental to **us** investigating and assessing the claim: this may impact the claim being paid at all, or the amount of the claim that's paid.

To assess **your** claim, **we** need to establish the full extent of **your** permanent disability. This is not possible while **you** are still having treatment for **your** injury and may require a medical assessment. When treatment is ongoing it may be necessary to wait up to 24 months before making this assessment.

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For a claim for death, **we** also need to establish if the cause of death was an accident as defined by this policy. **We** use official documentation like coroner's reports, death certificates and police reports to assist **us**. It can take an extended period of time before **we** are able to obtain this documentation and we may require your assistance in obtaining them.

Any payment for an accidental death claim that **we** make, forms part of the deceased's estate. To ensure it is going to the correct person, **we** need a copy of either letters of administration or a grant of probate (grant of confirmation in Scotland).

Personal Accident Definitions

Accident/Accidental

A sudden, identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

Bodily injury

- **Injury to you** which happens whilst the personal accident cover is in force
- and
- which is caused only by an **accident**
- and
- on its own, within 24 months of the **accident** leads to **permanent disability** or **death** and results in a claim covered under this policy.

Limb

With reference to loss of a limb:

- an arm – amputation or complete and permanent loss of all functional use – at or above the wrist joint;
- a leg – amputation or complete and permanent loss of all functional use – at or above the ankle (talo-tibia joint).

Loss of hearing

Permanent profound deafness, which means the quietest sound **you** can hear is louder than 90 decibels when **you're** tested by a qualified audiologist.

Loss or loss of use

Amputation or permanent loss of all functional use.

Loss of sight - both eyes

Permanent blindness, which based on medical evidence you will never recover from, and which results in your name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

Loss of sight - one eye

Permanent blindness, which based on medical evidence **you** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

Loss of speech

Permanent and total loss of speech as confirmed by a **GP** or **Consultant Physician**.

Permanent disability

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **you** will never recover.

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Permanent total disablement

If **you** were in gainful employment at the date of the **accident**:

A permanent disability which stops you from carrying out gainful employment for which you are fitted by way of training, education or experience.

Or

If **you** were not in gainful employment at the date of the **accident**:

A form of **permanent disability** calculated on a medical assessment by **us**, or an independent medical expert appointed by **us**, which results in **your** inability to perform, without assistance from another person, at least two of the following activities of daily living:

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking 200 metres on level ground

Time

The Standard Local Time where **you** permanently live.

Other definitions bold words are in your plan guide.